

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

BARROSO, INC. dba  
GUAJILLO MEXICAN CUISINE

Plaintiff,

Civil Action No. 1:20-cv-632

V.

TWIN CITY FIRE INSURANCE  
COMPANY

and

COMMONWEALTH OF VIRGINIA

Defendants.

**DEFENDANT TWIN CITY FIRE INSURANCE  
COMPANY'S NOTICE OF SUPPLEMENTAL AUTHORITY IN  
SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT AND IN  
OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

Defendant Twin City Fire Insurance Company (“Twin City”) submits this notice to advise the Court of the recent decision of the United States Judicial Panel on Multidistrict Litigation (“JPML”) with regard to Twin City’s pending Motion for Summary Judgment and In Opposition to Plaintiff’s Motion for Partial Summary Judgment (Dkt. 22). The Court previously set a hearing for Plaintiff’s Motion for Partial Summary Judgment (Dkt. 17) and Twin City’s Motion for Summary Judgment (Dkt. 22) for September 29, 2020. On September 23, 2020, the Court cancelled that hearing due to, *inter alia*, “the pendency of this matter before the United States Judicial Panel on Multidistrict Litigation” (Dkt. 27).

On October 2, 2020, the JPML declined to transfer all COVID-19 insurance coverage actions against various Hartford insurer-defendants (including Twin City) into a single Hartford-specific MDL. *See* Ex. A. The JPML concluded that, “centralization of the Hartford actions w[ould] not serve the convenience of the parties and witnesses or further the just and efficient conduct of this litigation.” *Id.* at 2. Accordingly, this action will not be centralized in an MDL.

In addition, following the briefing on Twin City’s pending Motion for Summary Judgment (*see* Dkts. 22-23, 26) and prior Supplemental Notice of Authority (*see* Dkt. 29), there have been two subsequent decisions supporting Twin City’s Motion for Summary Judgment:

- *Mark’s Engine Company No. 28 Restaurant, LLC v. The Travelers Indemnity Company of Connecticut, et al.*, No. 2:20-cv-04423-AB-SK (C.D. Cal. Oct. 2, 2020) (deciding that a COVID-19 business interruption claim did not allege direct physical loss and, even if it had, the policy’s virus exclusion would bar coverage).
- *Henry’s Louisiana Grill, Inc. v. Allied Insurance Company of America*, No. 1:20-cv-02939 (N.D. Ga. Oct. 6, 2020) (granting insurer’s motion to dismiss lawsuit seeking coverage for COVID-19-related losses because “the Governor’s Executive Order did not create a ‘direct physical loss of’ the Plaintiffs’ dining rooms,” and “the Plaintiffs have not pleaded sufficient facts to demonstrate coverage under the Civil Authority provision”).

These decisions are attached as Exhibits B-C.

Dated this 7th day of October, 2020.

Respectfully submitted,

By: /s/ Sarah D. Gordon  
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**CERTIFICATE OF SERVICE**

On the date given below, I caused the foregoing to be served on the following individual via ECF:

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*Counsel for Plaintiff Barroso, Inc.  
dba Guajillo Mexican Cuisine*

Dated this 7th day of October, 2020.

/s/ Sarah D. Gordon